cases in Michigan had accepted the doctrine of "vendor's liens" and had applied it to the purchase and sale of equitable interests. *Ortmann v. Plummer* (1885) 52 Mich. 76, 17 N. W. 703. In the principal case, however, we are confronted by the fact that the interests sought to be "conveyed," *i. e.*, released or extinguished, by the quitclaim deeds were equitable liens on land owned by the one to whom they were "conveyed." If, as the majority opinion holds, the legatees after executing these deeds still had equitable liens on the land for the same amounts as before, it is difficult to see that the deeds had any effect whatever. Indeed the object of the whole transaction between the son and the legatees seems to have been to extinguish at the time the deeds were given any claims the latter had against the property and to take in exchange the son's personal legal duty to pay the amounts of the legacies. By holding that the legatees still had equitable liens this purpose is entirely defeated. The result reached by the majority seems therefore to be incorrect, even if we assume their construction of the will. It may be noted that by accepting the property given by the will the son had already placed himself under a personal duty to each of the legatees to pay him the amount of his legacy. *Burch v. Burch* (1875) 52 Ind. 36; Ames, *Cases on Trusts* (2d ed.) 3, n. 2.

MARRIAGE AND DIVORCE—ANNULMENT OF MARRIAGE—FRAUDULENT CONCEALMENT OF NATIONALITY IN TIME OF WAR.—A French woman married on August 24, 1914, in Paris, a person who claimed to be an Alsatian by birth and a Frenchman by nationality. He was in fact a German who was born in Darmstadt, Germany. The wife petitioned for an annulment of the marriage. *Held,* that she was entitled to a decree of annulment. *Re Schoenberg* (1918, Tribunal Civil de la Seine) 45 CLUNET 666.

See COMMENTS, p. 272.

QUASI-CONTRACTS — EFFECT OF EXPRESS CONTRACT INDUCED BY FRAUD — MEASURE OF RECOVERY.—The plaintiff sued for the reasonable value of work and labor done for the defendant, and to a plea that the work was done under an express contract replied that the contract was induced by the defendant's fraud. The value of the work done was more than the contract price. *Held,* that the plaintiff was not entitled to recover in indebitatus assumpsit except upon the express contract, and that damages were limited to the agreed price. *Prest v. Farmington* (1918, Me.) 104 Atl. 521.

See COMMENTS, p. 255.

RES JUDICATA—IDENTITY OF PARTIES AND CAUSES OF ACTION—JUDGMENT FOR WIFE NOT CONCLUSIVE IN HUSBAND'S ACTION FOR LOSS OF SERVICE.—In a former suit, the plaintiff's wife obtained judgment against the defendant for personal injuries caused by negligence. The plaintiff brought the present action for loss of his wife's service, and the court charged the jury that the wife's judgment was conclusive as to the defendant's negligence and as to her freedom from contributory negligence. *Held,* that the charge was erroneous. *Laskowski v. People's Ice Co.* (1918 Mich.) 168 N. W. 940.

A judgment to be available as *res judicata* must be between the same parties, or their privies, and for the same cause of action. 23 *Cyc.* 1237. The wife and husband, since the enabling statutes of married women, can no longer be considered one party. A suit to which only one was a party is generally held not to be *res judicata* in a suit brought by the other party, even when the husband